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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
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11 PACESETTER INC. d/b/a ST.) CV 11-3964 RSWL(FFMx)
12 JUDE MEDICAL CRMD, a)
13 Delaware Corporation)
14 Plaintiff,)
15 v.)
16)
17 SURMODICS, INC., a)
18 Minnesota Corporation)
19 Defendant.)
20

JUDGMENT

21 On October 5, 2011, this Court granted Plaintiff
22 Pacesetter Inc. d/b/a St. Jude Medical CRMD's
23 ("Plaintiff") Motion for Summary Judgment and denied
24 Defendant SurModics, Inc.'s ("Defendant") Cross-Motion
25 for Partial Summary Judgment.

26 Accordingly, the Court hereby declares that
27 Plaintiff's construction of the parties' Master License
28 Agreement is correct, and the License Agreement does
not obligate St. Jude to make royalty payments for
Licensed Products sold after the expiration of

1 SurModics's patents.

2 As such, Defendant is not entitled to additional
3 royalties from Plaintiff in the amount of
4 \$3,122,925.00.

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6 DATED: October 25, 2011

7 **IT IS SO ORDERED.**

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RONALD S.W. LEW

HONORABLE RONALD S.W. LEW
Senior, U.S. District Court Judge